

18 CV 00957  
Miscellaneous Case No. \_\_\_\_\_

Yashua ank bey el,  
c/o YASHUA ANK BEY EL Estate  
MOORISH SCIENCE TEMPLE  
And the family of MOORS,  
~ 421 8<sup>th</sup> Ave, New York, New York, [10001]  
Claimant / Complainant  
914 363-0828

Plaintiff

FILED UNDER SEAL PURSUANT TO

31 U.S.C. § 3730(b)(1)

COMPLAINT FOR VIOLATIONS OF  
THE FALSE CLAIMS ACT

VS

JURY TRIAL DEMANDED

CITIMORTGAGE INC.

ROSICKI, ROSICKI, & ASSOCIATES P.C.)

MERS. Defendants, )

2 Summit court suite 301  
Fishkill, New York, 12524

COMPLAINT

Yashua Ank Bey El brings this qui tam action; pursuant to 31 USC § 3729 et seq, this Complaint is to be filed *in camera* and **under seal**, and is to remain under seal for a period of at least sixty days and shall not be served on Defendants until the Court so orders. This suit is not based on prior public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, lawsuit or investigation; in a Government Accountability Office or Auditor General's report, hearing, audit, investigation; in the news media; or in any other location as the term "publicly disclosed is defined in 31 U.S.C. § 3730, but rather information from Realtor. In the alternative, to the extent there has been a public disclosure unknown to Realtor, he is an original source under the aforementioned statute. As more fully set forth in this Complaint, Yashua Ank Bey El has direct and independent knowledge of the information on which the allegations herein are based, and witnessed directly the fraudulent actions and representations by the Defendants against the United States, its departments or agents. (See Exhibit A Securitization Audit and Exhibit B Affidavit)

Further, the United States Government may elect to intervene and proceed with the action within the sixty day time frame after it receives both the Complaint and the material evidence submitted to it, and related causes of action, on the behalf of the United States of America, against CITIMORTGAGE, INC, ROSICKI, ROSICKI & ASSOCIATES P.C. , MERS and alleging as follows starting in the Introduction which follows Jurisdiction and Venue.

JURISDICTION AND VENUE

28 U.S.C. § 1332,  
31 U.S.C. § 3730(b)(1)

This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 31 U.S.O § 3732, the latter of which specifically confers jurisdiction on this Court for actions brought pursuant to 31 U.S.C. § § 3729 and 3 73 0. Plaintiff establishes subject matter jurisdiction under 28 U.S.C. § 3730(b). Under 31 U.S.C. § 3730 (e), there has been no statutorily relevant public disclosure of the "allegations or transactions" in this Complaint for which

Yashua Ank Bey El is not an "original source," additionally Defendants and each of them may be found in the District and transact business in this District as set forth above. Venue is proper in this District Court pursuant to 28 U.S.C. § 1391 and 31 U.S.C. § 3732(a) because Defendants are found, transact business, and committed the acts alleged herein and proscribed by 31 U.S.O § 3729 in this District. Defendant's actions in the categorization, underwriting and sale of mortgages to the Entities, to the United States or its departments or agents are continuous and systematic, and substantially occurred or continue to occur in the State of NEW YORK.

## INTRODUCTION

This is a qui tam action under the False Claims Act ("FCA"), the Racketeer Influenced & Corrupt Organization Act ("RICO"), the Freedom of Information Act ("FOIA") 5 USC § 552, the Fraud Enforcement and Recovery Act ("FERA"), the Truth in Lending Act ("TILA"), the American Recovery and Reinvestment Act ("ARRA"), and the Helping Families Save Their Homes Act; brought by Relator Kimmy R Cathey, to recover treble damages and civil penalties under the False Claims Act, as amended, 31 U.S.C. §§ 3729 *etseq.* arising from fraud on the Court 18 USC § 1957, 8 USC § 1324c., the Federal National Mortgage Association (commonly referred to and referred to herein as "Fannie Mae"), the Generally Accepted Accounting Principles ("GAAP") 12 USC § 183 In, Tax Fraud, the Troubled Asset Relief Program ("TARP") 12 USC Chapter 52, Federal Home Loan Mortgage Corporation (commonly referred to and referred to herein as "Freddie Mac") the United States Department of Housing and Urban Development

("HUD"), collusion 18 Usc § 371, conspiracy to defraud the United States 18 Usc § 286 and its citizens, racketeering 18 U.S.C. §§ 1961-1968 and theft by deception 18 usc § 1028 in connection with Defendants residential mortgage lending business practices.

The aforementioned Defendants have purposely collaborated to create Mortgage "vehicles" to exploit the ignorance of the American people concurrently utilizing those same vehicles to take advantage of the trust of the United States Government and exploit loopholes and weakness of the established financial system. These white collar, civil

ico racketeering collaborations were not accidents but maliciously manufactured, and designed for exorbitant financial gain at the expense of its victims; with no care nor concern for the ramifications to the economy (with trillions of dollars stolen), economic system or persons they would affect. Realtor I Yashua Ank Bey El is a citizen who has first hand experience of the impact of the Defendants fraudulent actions as a victim of foreclosure due to fraud upon the court (See Exhibit A - Mortgage Securitization Audit and Exhibit B Affidavit).

The fraud on the court denies the public interest, thwarts the FOIA, transparency as the requested court approval of settlements in which the Defendants resolve the serious allegations of fraud brought against them "without admitting or denying the allegations of the complaint. "To this end, each of the proposed consent Judgments now presented to this court is accompanied by a formal written "consent" of the defendant agreeing, pursuant to 17 C.F.R § 205.5, "not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis." "This might be defensible if all that were involved was a private dispute between private parties. But here an agency of the United States is saying, in effect, "Although we claim that these defendants have done terrible things, they refuse to admit it and we do not propose to prove it, but will simply resort to gagging their right to deny it." "The disservice to the public inherent in such a practice is palpable. Confronted with the same choice, the United States Department of Justice has long since rejected allowing defendants, except in the very most unusual circumstances, to enter into pleas of *nolo contendere*, by which a defendant accepts a guilty plea to a

criminal charge without admitting or denying the allegations. *See U.S. Dept of Justice, U.S. Attorneys' Manual* § 9-16.010 (2008) ("United States Attorneys may not consent to a plea of *nolo contendere* except in the most unusual circumstances and only after a recommendation for doing so has been approved by the Assistant Attorney General responsible for the subject matter or by the Associate Attorney General, Deputy Attorney General or the Attorney General."); U.S. Dept't of Justice, U.S. Attorneys' Manual § 9-27.500 (2006) ("The attorney for the government should oppose the acceptance of a plea of *nolo contendere* unless the Assistant Attorney General with supervisory responsibility over the subject matter concludes that the circumstances of the case are so unusual that acceptance of such a plea would be in the public interest."). As the great U.S. Attorney General Herbert Brownell, Jr. stated in a 1953 departmental directive:

[A] person permitted to plead *nolo contendere* admits his guilt for the purpose of imposing punishment for his acts and yet, for all other purposes, and as far as the public is concerned, persists in his denial of wrongdoing. It is no wonder that the public regards consent to such a plea by the Government as an admission that it has only a technical case at most and that the whole proceeding was just a fiasco.

*See* Comment, U.S. Dep't of Justice, U.S. Attorneys' Manual § 9-27.500 (2006).

Moreover, as a practical matter, it appears that defendants who enter into consent judgments where they formally state, with the S.E.C.'s full consent, that they neither admit nor deny the allegations of the complaint, thereafter have no difficulty getting the word out that they are still denying the allegations, notwithstanding their agreement not to "make any public statement" denying the allegations. Reacting to the equivocal press releases issued by some defendants after such settlements, S.E.C. Commissioner Luis A. Aguilar has expressed the "hope that this revisionist history in press releases will be a relic of the past," but added "If not, it may be worth revisiting the Commission's practice of routinely accepting settlements from defendants who agree to sanctions 'without admitting or denying' the misconduct." *See* Commissioner Luis A. Aguilar, Speech by SEC Commissioner: Setting Forth Aspirations for 2011, Address to Practicing Law Institute's SEC Speaks in 2011 (Feb. 4, 2011)."

These calculated well executed actions of mortgage and securities fraud by the Defendants is compounded by their fraud upon the courts; as they continue to falsify documents make false claims against the Government (by omission and commission), collect government funded insurance policies, move for foreclosure proceedings and if caught agree to terms with the governing agencies while never admitting guilt, hence they are able to continue to conduct business at usual; subsequently denying home owning American citizens their right to due process and justice all while making the Government and judiciary complicit and accomplices in the largest Mortgage and Securities fraud in the history of this great country. These same settlements and consent judgments thwart the very foundation and fabric of the FOIA, by denying full disclosure or establishing precedent, therefore society continues to be in the dark, people are continually loosing their homes to a fraudulent racketeering machine



## ALLEGATIONS

New York State Trust Law Statutes state: Unless an asset is transferred into a lifetime trust, the asset does not become trust property. ( NY Estates, Powers and Trust Law § 7-1.18). A trustee's act that is contrary to the trust agreement is void.

(NY Estates, Powers and Trust Law § 7-2.4). If the investment trust that ostensibly owns the mortgage obligation is a REMIC, the trustee, the QSPE, and the other parties servicing the trust, have no legal or equitable interest in the securitized mortgages. Therefore, any servicer ( i.e. CITIMORTGAGE, INC, ROSICKI, ROSICKI & ASSOCISATES P.C. ) who alleges that they have the right, or that they have been assigned the right, to claim that they are the agent for the holder of the note for purposes of standing to bring an action of foreclosure, are stating a legal impossibility . In light of this, by what authority can you show that you can administer a lawful foreclosure? in order for the investment entity to be a REMIC (in other words, in order for the entity to be able to qualify for the single taxable event as a pass through entity), all interest in the mortgage is supposed to be transferred forward to the certificate holders. Well, in fact, *such a transfer never occurs*. Either that is the case, or the parties who state that they have a right to foreclose on a securitized note are not being truthful when they present themselves as the real party in interest. In any case, they cannot have it both ways. The servicer cannot claim to hold legal and/or equitable interest in the mortgages held in the name of an investment trust that also provides the (REMIC) pass through tax benefit to

its investors. Does the Master Servicing Agreement - made public through its filing with the Securities and Exchange Commission - show that the entity is a REMIC?

If so, the note has become unenforceable because the unnamed parties who are receiving the pretax income from the entity are the real parties in interest. They hold the legal and/or equitable interest in the mortgages held, but they do not have the ability to foreclose on any one individual mortgage because the mortgages held by the REMIC have all been bundled into one big income-producing unit. Simply stated, the vast majority of litigants - and judges - have not been properly informed as to the true nature of this type of transaction. This is said not to insult anyone. Quite to the contrary, this is just to say that the true identity of the real party in interest is able to be obfuscated in the labyrinth of the securitization scheme such that whoever steps forward claiming to be that party and showing documentation appearing to be legitimate is assumed to have standing, and there are too few knowledgeable challengers of that mistaken assumption.

So much more so in the case of the "layman" homeowner like Relator ~~Kimmy DeCathay~~  
 Chp11 topher Celestine

Most homeowners have no idea that the transaction being referred to as a debt and as an obligation that they must pay or be subject to foreclosure, has actually already been paid. And not just once! In cases where a default has been alleged, the securitized note has likely already been satisfied (not just sold and/or assigned) four or five times over. Securitization is a product of the genius of capitalism. As long as profits continued to be made, all participants did very well from this creative new financial arrangement, and bliss reigned supreme. Then the other shoe dropped. There is a mortgage default crisis underway in the United States and a credit crisis caused by toxic assets in the secondary mortgage market. Goldman Sachs estimates that, starting at the end of the last quarter of 2008 through 2014, 13 million foreclosures will occur. The Center for Responsible Lending, based on industry data, predicted 2.4 million foreclosures occurred in 2009, and that there

would be a total of 9 million foreclosures between 2009 and 2012. At the end of the first quarter of 2009, more than 2 million houses were in foreclosure. Mortgage Bankers' Ass'n, Nat'l Delinquency Survey Q109 at 4 (2009) reporting that 3.85% of 44,979,733, or 1.7 million, these spiraling foreclosures weaken the entire economy and devastate the communities in which they are concentrated. According to The Subprime Lending Crisis: The Economic Impact on Wealth, Property Values and Tax Revenues, and How We Got Here, foreclosed home owners are projected to lose \$71 billion due to foreclosure crisis, while neighbors will lose \$32 billion, and state and local governments will lose \$917 million in property tax revenue.

### **SECURITIZATION AND TAX FRAUD**

In the mortgage securitization process, collateralized securities are issued by, and receive payments from, mortgages collected in a collateralized mortgage pool. The collateralized mortgage pool is treated as a trust. This trust is organized as a special purpose vehicle ("SPV") and a qualified special purpose entity ("QSPE") which receives special tax treatment. The SPV is organized by the securitized so that the assets of the SPV are shielded from the creditors of the securitized and the parties who manage it. This shielding is described as making the assets "bankruptcy remote". To avoid double taxation of both the trust and the certificate holders, mortgages are held in Real Estate Mortgage Investment Conduits ("REMICS"). To qualify for the single taxable event, all interest in the mortgage is supposed to be transferred forward to the certificate holders. The legal basis of REMICs was established by the Tax Reform Act of 1986 (100 Stat.

The principal advantage of forming a REMIC for the sale of mortgage-backed securities 2085, 26 U.S.C.A. §§ 47, 1042), which eliminated double taxation from these securities.



is that REMIC's are treated as pass-through vehicles for tax purposes helping avoid double-taxation. For instance, in most mortgage-backed securitizations, the owner of a pool of mortgage loans (usually the Sponsor or Master Servicer) sells and transfers such loans to a QSPE, usually a trust, that is designed specifically to qualify' as a REMIC, and, simultaneously, the QSPE issues securities that are backed by cash flows generated from the transferred assets to investors in order to pay for the loans along with a certain return. If the special purpose entity, or the assets transferred, qualify as a REMIC, then any income of the QSPE is "passed through" and, therefore, not taxable until the income reaches the holders of the REMIC, also known as beneficiaries of the REMIC trust.

Accordingly, the trustee, the QSPE, and the other parties servicing the trust, *have no legal or equitable interest in the securitized mortgages*. Therefore, any servicer who alleges that they are, or that they have the right, or have been assigned the right, to claim that they are the agent for the holder of the note for purposes of standing to bring an action of foreclosure, are stating a legal impossibility. Any argument containing such an allegation would be a false assertion. Of course, that is exactly what the servicer of a securitized mortgage that is purported to be in default claims. The same is the case when a lender makes that same claim. The party shown as "Lender" on the mortgage note was instrumental in the sale and issuance of the certificate to certificate holders, which means they knew that they were not any longer the holder of the note.

The QSPE is a weak repository and is not engaged in active management of the assets. So, a servicing agent is appointed. Moreover, *all legal and equitable interest in the*

Compliance with the REMIC and insulating the trust assets from creditors of third parties *mortgages are required by the REMIC to be passed through to the certificate holders.*

(who create or service the trust) leads to unilateral restructuring of the terms and conditions of the original note and mortgage. The above fact, and the enormous implications of it, cannot be more emphatically stressed. A typical mortgage pool consists of anywhere from 2,000 to 5,000 loans. This represents millions of dollars in cash flow payments each month from a servicer (receiving payments from borrowers) to a REMIC (QSPE) with the cash flow "passing through", tax-free, to the trust (REMIC). Those proceeds are not taxed until received as income to the investors. Only the investors have to pay taxes on the payments of mortgage interest received. The taxes a trust would have to pay on 30, 50, or 100 million dollars per year if this "pass through" taxation benefit didn't exist would be substantial and it would, subsequently, lower the value of the certificates to the investors, the true beneficiaries of these trusts. Worse, what would be the case if a trust that was organized in February 2005 were found to have violated the REMIC guidelines outlined in the Internal Revenue Code? At \$4 million per month in cash flow, there would arise over \$200 million in income that would now be considered taxable. It is worth repeating that in order for one of these investment trusts to qualify for the "pass through" tax benefit of a REMIC (in other words, to be able to qualify to be able to be referred to as a REMIC), *ALL LEGAL AND EQUITABLE INTEREST IN THE MORTGAGES HELD IN' THE NAME OF THE TRUST ARE VESTED IN THE INVESTORS*, not in anyone else *A TANY TIME*. If legal and/or equitable interest in the mortgages held in the name of the trust are claimed by anyone other than the investors, those that are making those claims are either defrauding the investors, or the homeowners & courts, or both. So, if the trust, or a servicer, or a trustee, acting on behalf of the trust, is found to have violated the very strict REMIC guidelines (put in place in order to

qualify as a REMIC), the "pass through" tax status of the REMIC can be revoked. This, of course, would be the equivalent of financial Armageddon for the trust and its investors. A REMIC can be structured as an entity (i.e., partnership, corporation, or trust) or simply as a segregated pool of assets, so long as the entity or pool meets certain requirements regarding the composition of assets and the nature of the investors' interests. No tax is imposed at the REMIC level. To qualify as a REMIC, all of the interests in the REMIC must consist of one or more classes of "regular interests" and a single class of "residual interests." Regular interests can be issued in the form of debt, stock, partnership *interests*, or *trust certificates*, or *any other form of securities*, *but* must provide the holder the unconditional right to receive a specified principal amount and interest payments.

REMIC regular interests are treated as debt for federal tax purposes. A residual interest in a REMIC, which is any REMIC interest other than a regular interest, is, on the other hand, taxable as an equity interest. According to Section 860 of the Internal Revenue Code, in order for an investment entity to qualify as a REMIC, all steps in the "contribution" and transfer process (of the notes) must be true and complete sales between the parties and must be accomplished within the three month time limit from the date of "startup" of the entity. Therefore, every transfer of the note(s) must be a true purchase and sale, and, consequently the note must be endorsed from one entity to another. Any mortgage note/asset identified for inclusion in an entity seeking a REMIC status must be sold into the entity within the three month time period calculated from the official startup day of the REMIC. Before securitization, the holder of an enforceable note has a financial responsibility for any possible losses that may occur arising from a possible default, which means that holder also has the authority to take steps to avoid any such losses (the right to foreclose). Securitization, however, effectively severs any such financial responsibility for losses from the authority to incur or avoid those losses. With securitization the mortgage is converted into something different from what was originally represented to the homeowner. For one thing, since the party making the decision to foreclose does not actually hold any legal or equitable interest in any securitized mortgage, they have not realized any loss or damages resulting from the purported default. Therefore, it also follows that the foreclosing party avoids the liability which could result *if* a class of certificate holders claimed wrongful injury resulting from a modification made to achieve an alternate dispute resolution. Securitization also makes

the mortgage and note unalienable. The reason is simple: once certificates have been issued, the note cannot be transferred, sold or conveyed; at least not in the sense that such a transfer, sale, or conveyance should be considered lawful, legal, and legitimate. This is because the securitized note forever changes the nature of that instrument in an irreversible way, much in the same way that individual pineapples and individual oranges can never be extracted, in their "whole" form, from a pineapple orange smoothie once they've been dropped in the blender and the blending takes place. It might appear that the inability to alienate the note has no adverse consequences for the debtor, but recent history disproves this notion. Several legislative and executive efforts to pursue alternate dispute resolution and to provide financial relief to distressed homeowners have been thwarted by the inability of the United States government to buy securitized mortgages without purchasing most of the certificates issued. An SPV cannot sell any individual mortgage because individual mortgages are not held individually by the certificate holders; the thousands of mortgages held in the name of the REMIC are owned

collectively by the certificate holders. Likewise, the certificate holders cannot sell the mortgages. All the *certificate* holders have are the securities, each of which can be publicly traded. The certificate holders are, in no sense, holders of any specific individual note and have no legal or beneficial interest in any specific individual note. The certificate holders do not each hold undivided fractional interests in a note which, added together, total 100%. The certificate holders also are not the assignees of one or more specific installment payments made pursuant to the note. For the certificate holder, there is no note. A certificate holder does not look to a specific note for their investment's income payment. Instead, the certificate holder holds a security similar to a bond with specific defined payments. The issuer of trust certificates is selling segments of cash flow.

*The Servicer, Sub servicer, or some other party (counterparty) likely made a payment to the party who allegedly owns the purported debt obligation. This payment, if made, was intended to cover sums that are alleged to be in default. Therefore, the party who allegedly owns the purported debt obligation has, by virtue of that payment, not been damaged in any way. Therefore, if any sums have thusly been paid, how is it being truthfully stated that a default has occurred?*

### THE FALSE CLAIMS ACT

The False Claims Act provides liability for any person (I) who "knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval"; or (ii) who "knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim" 31 U.S.C. § 3729(a)(I)(A)-(B). The False Claims Act further provides that any person who violates the Act: "is liable to the United States Government for a civil penalty of not less than [\$5,500] and not more than [\$11,000] , plus 3 times the amount of damages which the Government sustains because of the act of that person..." 31 U.S.C. § 3729(a); see 28 C.F.R. § 85.3(a)(9).

SEE ATTACHMENTS EXHIBIT A1-A39

### **PRAYER**

WHEREFORE, the Claimant / Plaintiff respectfully request that judgment be entered in its favor and against all Defendants as follows:

1. That defendants cease and desist from violating 31 U.S.C. § 3729 et seq.;
2. That Court enters judgments against defendants in an amount equal to three times the amount of damages the United States has sustained due to the negligent actions of the Defendants, plus a civil penalty of not less than \$5,500 and not more than \$11,000 for each violation of 31 U.S.C. § 3729;
3. That Realtor / Plaintiff is awarded his home with free and clear title due to fraud on the court per Federal Rules of Civil Procedure 60(d)(3) which is not time barred and intended to protect the judicial process;
4. That Realtor be awarded the maximum amount allowed pursuant to § 3730(d) of the False Claims Act;
5. That Realtor be awarded all costs of this action, including attorney's fees, cost, and expenses pursuant to 31 U.S.C. § 3730(d); and
6. That the United States and Realtor / Plaintiff be granted all such relief as the court deems just and proper.

Respectfully submitted,

By:

Yashua Ank Bey El,  
c/o YASHUA ANK BEY EL Estate  
MOORISH SCIENCE TEMPLE  
THE FAMILY OF MOORS



STATE OF NEW YORK COUNTY OF NEW YORK COUNTY

AFFIDAVIT OF TRUTH

Sworn to (or affirmed) and subscribed before me that all the

information I Yashua Ank Bel El herein is true correct and complete.

Yashua - Ank-Bel El:

STATE OF NEW YORK  
COUNTY OF NEW YORK

This day of 2018, By

2 DAYS 6-25-2018

Notary public  
CUI YING LI  
Notary Public, State of New York  
No. 01LI6303092  
My Commission Exp. Qualified in New York County  
Commission Expires May 12, 2021

**SEE ATTACHMENTS EXHIBIT A1-A39**

**PROOF OF SERVICE** This is to certify that the within and foregoing

**AFFIDAVIT OF TRUTH** was deposited into the U.S. Mail for

service upon the following:

**Defendants:**

**CITIMORTGAGE INC., 14700 Citicorp Dr, Hagerstown, MD 21740 ,**

**MERS. PO Box 2026, Flint, MI 48501-2026,**

**ROSICKI, ROSICKI, & ASSOCIATES P.C. ,**

**2 Summit court suite 301 , Fishskill, New York, 12524**

**ROSICKI, ROSICKI, & ASSOCIATES P.C. ,**

**2 Summit court suite 301 , Fishskill, New York, 12524**

**CERTIFIED MAIL OR EXPRESS MAIL No.** \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

JUDGE FALLA

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Yashua ank bey el,  
c/o YASHUA ANK BEY EL Estate  
MOORISH SCIENCE TEMPLE  
And the family of MOORS,  
~ 421 8<sup>th</sup> Ave , New York , New York , [10001]  
Claimant / Complainant

**Plaintiff**

VS

CITIMORTGAGE INC.

ROSICKI, ROSICKI, & ASSOCIATES P.C.

MERS.

2 Summit court suite 301

Fishskill, New York, 12524

**Defendants,**

Case No. **18 CV 00957**

NOTICE OF REMOVAL

PLEASE TAKE NOTICE A Federal case has been filed on this case in the private  
FILED UNDER SEAL PURSUANT TO 31 U.S.C. § 3730(b)(1),

Clerk: Please FILE FOR RECORD

Recorders Use:

## WHEN RECORDED RETURN TO

In Care of:

**Yashua Ank Bey El**  
 1053 Nostrand Avenue  
 Brooklyn, New York [11225]

Space above is for recording only

## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That, **Yashua Ank Bey El**, a single man, whose address is P.O. BOX 198 NEW YORK, NEW YORK [10001]

**For and in consideration of Twenty one (\$21) and 00/100's U.S. Minted Silver Dollar Coin Species of Lawful Money** and no other goods or no valuable consideration to Them in hand paid by **Yashua Ank Bey El**, P.O. BOX 198 NEW YORK, NEW YORK [10001] a private sovereign Lawful Man, an Ancient One of the Indigenous Aboriginal Muurs/Moors a Private Sovereign of the Land and of the Original Jurisdiction of the united States of America, Original Rules and Treaties; Beneficiary of Vast Estate Expressed Trust Document # 10105905, Bk 521, Pg 579 ; Resolution 1099-143305252013 does severally certify and declare as follows: and; whereof accepted and is hereby confessed and acknowledged, have remised, released, conveyed and forever quitclaimed and by these presents do release, convey and forever quitclaim unto the said:

Described parcel commonly known as 393 Montauk Ave.: **Lot 78 Block 4456**, Borough of Brooklyn, Kings County, New York, according to the plat thereof recorded in Office of City Register of the City of New York, Filing Number 2010000429200; Beginning at a point distant 95 feet 10-1/4 inches southerly from the corner formed by the intersection of the northerly side of Dumont Avenue and the easterly side of Montauk Ave. **RUNNING THENCE** easterly at right angles to Montauk Avenue and part of the distance through a party wall 100 feet: **THENCE** southerly parallel with Montauk Avenue 41 feet; **THENCE** westerly at right angles to Montauk Avenue 100 feet to the easterly side of Montauk Avenue; **THENCE** northerly alone the easterly side Montauk Avenue 41 feet to the point or place of **BEGINNING**.

I, Me, My, **Yashua Ank Bey El** ; and do for My heirs and assigns, forever, all such right, title, interest, of said tract of land and to have and to hold the said tract of land with the appurtenances thereof, unto said assignee and the heirs and assigns of said assignees forever, subject to any vested and accrued water rights for agricultural, mining, manufacturing and any other purposes used in connection with such rights as may be recognized and acknowledged by the local customs and the Common Law as recognized in the Constitution of the State of New York and the Constitution of the United States, Article 4, Section 3, Clause 2, as We have or ought to have to all the described premises, to wit: Parcel of Land herein assign:

This instrument was prepared by: Tehuti El  
 12711 E. Jefferson unit 15537  
 Detroit, Michigan [48230]

**Exhibits**  
 (A) Declaration of Land Patent  
 (B) Notice in effect of Land Patent, Land and Title Transfer  
 (Ca-d) Certificates of Entitlement  
 (D) Assignee's Declaration of Grant  
 (E-E1) Memorandum of Law

DATED this 03 day of January, 2018.

E1, Yashua Ank Bey  
**Yashua Ank Bey El**

State of New York )  
 ) ss.  
 County of Kings )

**EXEMPT UNDER**  
 Title 11, Chapter 21, Administrative Code  
 Tax Law Section 1201 (b)

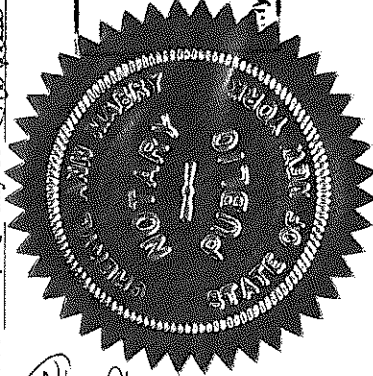
**TAX IMMUNED**

On this day personally appeared before me **Yashua Ank Bey El**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of January, 2018.

[Signature]  
 Notary Public

Commission Expires Nov. 24, 2020  
 seal



CHERYLL ANN MABRY  
 Notary Public State of New York  
 Registration No. 01MA6350859  
 Kings County  
 Certificate Filed in New York County  
 My Commission Expires November 21, 20—

**NO REVENUE ATTACHED**

Exhibit A

Clerk: Please FILE FOR RECORD  
**GRANTOR/GRANTEE INDEX ONLY**  
WHEN RECORDED PLEASE RETURN TO  
Commanded by; Assign:  
**Yashua Ank Bey El**  
1053 Nostrand Avenue  
Brooklyn, [11225] Republic of New York

Recorders Use:

\_\_\_\_\_  
Space above is for recording only

### DECLARATION OF LAND PATENT

Original Patentee: Henry A. Reynolds

Know all Men by these presents; **Yashua Ank Bey El**, Lawful Man, an Ancient One of the Indigenous Aboriginal Muurs/Moors a Private Sovereign of the Land and of the Original Jurisdiction of the united States of America, Original Rules and Treaties, Beneficiary of Vast Estate Expressed Trust Document # 10105905, Bk 521. Pg 579; Resolution 1099-14330525012 does severally certify and declare as follows:

That I bring up this Land Patent in My name.

**LEGAL DESCRIPTION:** The Timber to be cut and the extracted collateral transmitted through lot 78 of the Land embraced in the annexed Block 4456 of The land embraced in the Borough of Brooklyn, Kings County ”

Beginning at a point distant 95 feet 10-1/4 inches southerly from the corner formed by the intersection of the northerly side of Dumont Avenue and the easterly side of Montauk Ave. **RUNNING** THENCE easterly at right angles to Montauk Avenue and part of the distance through a party wall 100 feet: THENCE southerly parallel with Montauk Avenue 41 feet; THENCE westerly at right angles to Montauk Avenue 100 feet to the easterly side of Montauk Avenue; THENCE northerly alone the easterly side Montauk Avenue 41 feet to the point or place of BEGINNING.

The character of said property so sought to be patented and legally described and referred to as filed in the CITY REGISTER OF THE CITY OF NEW YORK; file # 2010000429200  
Also: attached Attachment "A" legal/lawful description to be patented and it is the only way to perfect instrument FILED FOR RECORD as the Title is now had in My name. Wilcox v Jackson (1839) 13 Pet. (US) 498 10 L.Ed. 264; The register 9 Wall (US) 575, 19 L.Ed. 681; Wineman v Gastrell 54 Fed 819, 4 CCA 596, 2 U.S. Ap. 581. Also: All questions of fact decided by the general land office are binding everywhere and injunctions and mandamus proceedings will not lie against it. Lichfield v the Register and Receiver 9 Wall. US 575 19 L.Ed. 681.



## Exhibit B

## NOTICE IN EFFECT OF LAND PATENT

A grant of land is a public law standing on the statute books of the state, and in notice to every subsequent purchaser under any conflicting sale made afterward. *Wineman v Gastrell* *ibid.*

Also; Where the United States has parted with title by a patent Lawfully issued and upon surveys Lawfully made by itself and approved by the proper department, the Title so granted cannot be impaired by the subsequent survey made by the government [federal or state] for its own purposes. *Cage v Danks* 13 La. Ann. 128.

## LAND AND TITLE TRANSFER

The existing system of land transfers is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat title, even when these have been most carefully complied with, and where the title has been traced to its source, the purchaser must at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad. Yeakell Torrence System pp. 209.

This land, now patented, is FEE SIMPLE ABSOLUTE, as no one has followed the proper steps to assign Lawful Title as lawful successor in interest to all the rights, privileges, immunities, and appurtenances of whatsoever nature belonging unto the said Grantee as predecessor in interest to those property rights. This is the final Title and receipt of the above described land. See: Steel v St. Louis Smelting & Refining Co. 106 US. 417. 27 L.Ed. 226.

Done on this 03 day of January, 2018.

El, Vashua - Ank-Bay  
Grantee - Sui juris

Grantee - Sui juris

State of New York )  
County of Kings ) solemnly affirming and subscribing

The foregoing DECLARATION OF LAND PATENT was acknowledged before me by:

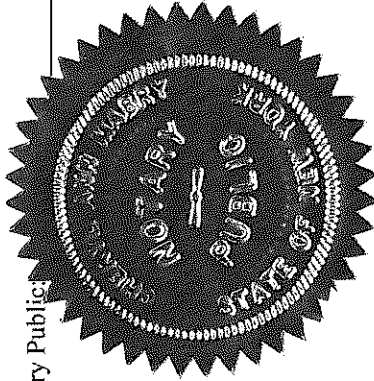
This 3<sup>rd</sup> day of January, 2018.

Witness my hand and official seal:

Witness my hand and official seal:

My Commission Expires: Nov. 21, 2020

**Notary Public:**



CHERYL ANN MABRY  
Notary Public State of New York  
Registration No. 01MAC6350859  
Kings County  
Certificate Filed in New York County  
My Commission Expires November 21, 2020

Exhibit D

Clerk: Please FILE FOR RECORD  
WHEN RECORDED RETURN TO

Commanded by: Assign:

**Yashua Ank Bey El**

1053 Nostrand Avenue

Brooklyn, New York [11225]

Recorders Use:

\_\_\_\_\_  
Space above is for recording only

ASSIGNEE' S DECLARATION OF LAND GRANT  
&

NOTICE OF PRE-EMPTION RIGHT

\*\*\*\*\*

TO ALL THOSE TO WHOM THESE PRESENTS SHALL COME, KNOW YE:

Pursuant to the Declaration of Independence 1776, the Treaty of Peace with Great Britain (8 Stat. 80) known as the Treaty of Paris [1783], an Act of Congress [April 24, 1820], the Oregon Treaty (9 Stat. 869 ) [June 15, 1846], the Homestead Act [1862], an Act of Congress [1851] et seq [March 3,1891] and 43 USC Sections 57, 59 and 83; the recipient hereof is mandated by Art. VI Sections 1, 2 and 3; Art. IV Sections 1, 2 cl. 1, 3 cl. 1 and 2, and Section 4; the 4th, 7th, 9th and 10th Amendments [U.S. Constitution 1781]; to acknowledge Assignee's Declaration of Land Grant & Notice of Pre-emption Right, prosecuted by authority of Art. III Section 2 cl. 1, and 2, and enforced by original/exclusive jurisdiction thereunder.

IT IS HEREBY ORDAINED AND ESTABLISHED BY ORDER OF LAW,

THAT: I the living sentinel being, lawful man, **Yashua Ank Bey El**, am Assignee in law and bona fide subsequent purchaser by contract, of that certain legally described portion of Land Granted under Treaty of Tordesillas and treaties thereafter, duly authorized to be executed in pursuance of Supremacy of Treaty law, Citation and Constitutional mandate, herein referenced, whereupon a duly authenticated true and correct legal description, together with any/all hereditament, tenements, pre-emption rights, the LAWFUL and VALUABLE CONSIDERATION for which is APPENDED hereto, and by reference, incorporated herein, made a part hereof.

DISCLAIMER

ASSIGNEE'S SEIZEN IN DEED, AND LAWFUL ENTRY IS INCLUSIVE OF SPECIFICALLY THAT CERTAIN LEGALLY DESCRIBED PORTION OF THE ORIGINAL LAND , AND NOT THE WHOLE THEREOF, INCLUDING HEREDITANT, TENEMENTS, PRE EMPTION RIGHTS APPURTENANT THERETO. THE RECORDING OF THIS INSTRUMENT SHALL NOT BE CONSTRUED TO DENY OR INFRINGE UPON ANY OTHERS RIGHT TO CLAIM THE REMAINING PORTION THEREOF. ANY CHALLENGES TO THE VALIDITY OF THIS DECLARATION & NOTICE ARE SUBJECT TO THE LIMITATIONS REFERENCED HEREIN. ADDITIONALLY; A COMMON COURTESY OF SIXTY (60) DAYS IS STIPULATED FOR ANY CHALLENGES HERETO, OTHERWISE, LACHES /ESTOPPEL SHALL FOREVER BAR THE SAME AGAINST SAID ALLODIAL FREEHOLD ESTATE; ASSESSMENT LIEN THEORY TO THE CONTRARY (ORS 275.130), ARE INCLUDED.

Exhibit E

Clerk: Please FILE FOR RECORD  
**GRANTOR/GRANTEE INDEX ONLY**  
 WHEN RECORDED RETURN TO

Commanded by; Assign:

**Yashua Ank Bey El**

1053 Nostrand Avenue

Brooklyn, New York [11225]

Recorders Use:

Space above is for filling only

MEMORANDUM OF LAW ON ASSIGNEE'S STATUS, PRE-EMPTION RIGHT,  
 PRIVILEGE & IMMUNITY

1.) Assignee is a preambled de jure Freeholder & a Citizen of the united States of America by virtue of his Republic/State Citizenship, cognizant the Preamble(s) of New York's Constitution [ and U.S. Constitution (1781- 91), Dred Scott v. Sanford 19 How 393 [1857]; has never knowingly alienated his Republic/State Citizenship, Texas v. White, 7 Wall 700 [1868] under franchise of the declaratory 13th Amendment section 2, the 14th et seq Amendments, USC Title XI Section 1101 (a) (1), (2) & (3), s.s. Act (1935] et seq; enjoys his privileged status at law in accord with Art. IV Sections 1, 2 cl. 1 & 2, 3 cl. 1 & 2 and Section 4 [ CONSTITUTION, 1781—91], Cole v. Cunningham 103 US 107, Fenn v. Holmes, 21 How 484 [1858] pursuant to an Act of Congress (February 14, 1859) admitting the Territory of Oregon into the Union upon equal footing, full faith and credit, whereupon, Assignee is not restrained by conventional disability to lawfully enter upon said premises, to have and to hold the same (postliminium) unto his heirs and assigns forever, an ALLODIAL FREEHOLD Estate at law, as a constituent sovereign member of the Posterity of "We the People".

Assignee is not a "person" and/or "taxpayer" defined by state/federal (law merchant) statute; is not a resident alien or foreign corporation, USC Title XI et seq. 26 USC/IRC, 42 USC et seq, Long v. Rasmussen 281 F. 236, at page 238; is not a cestui que trust (beneficiary) of the State of Oregon Inc., id act, a municipal corporation, and political subdivision of Congress of the District of Columbia by reciprocal compacts, agreements, duties and/or obligations.

2.) Acts of congress making notes of the United States, a legal tender do not apply to involuntary contributions in the nature of taxes or assessments (fines, penalties, forfeitures) exacted under State law, Hagar v. Land Reclamation District 108, 111 US 701 (S. Ct., 1884), Lewis v. U.S., 680 F. 2d 1239 [1982] 12 USC 152, 31 USC 371; State's enjoined by Art. I Section 10 cl. 1 (U.S. Constitution, 1781—91], Oregon enjoined by Art. XI Section 1 (Oregon Constitution, 1857-59), Oregon's H.J.R. 13 (ex—post facto law) [May 21, 1973] and/or ultra vires H.J.R. 192, 31 USC 408 (a) [June 5, 1933] et seq 31 USC enactments to the contrary, notwithstanding.

HENCE; The authority under which this instrument is executed emanates directly from the Word of The Omnipotent, Most High Creators, Mother Nature and Universe in the name of thy AmenRa, also as appears in the Holy scriptures (KJV) at: EXODUS 20:12, which edict states: "Honor thy father and thy mother that thy days may be long upon the land which the Creator the first giver of life. Thy Mother Nature and the Universe of giveth thee inalienable rights to life, liberty and the pursuit of happiness on this land for an inheritance of these inalienable rights, to possess it, for this is the first law with promise to uphold these inalienable rights and true freedom . AmenRa."

3.) A Grant of land is a public law standing on the statute books of the state, and is notice to every subsequent purchaser under conflicting sale afterward, Wineman v. Grastrell 54 Fed 819, 4 C CA 596, 2 US App 581; Patent alone passes paramount legal Title to Grantee, and his heirs or assign's forever, Wilcox v. Jackson 13 Pet 498, 10 L. Ed. 264 (1839); U.S. v. Stone 2 US 525, 17 L. Ed. 765; Where the U.S. has parted with Title by Patent legally issued & surveys legally made by itself, approved by the proper Department, Title so granted cannot be impaired by any subsequent survey by state government for its own purpose, Cage v. Danks, 13 La Ann 128; stare decisis:

Summa Corp. v. California ex rel. State Lands Commission & City of Los Angeles 104, US 1754

(April 17, 1984) Yeakle, Torrrens System 209 ;subsequent purchasers final certificate/receipt acknowledging payment in full by Homesteader/Pre-emptor is not in legal effect a conveyance of land,

U.S. v. Steenerson, 50 Fed 504, 1 C CA 552, 4 US App 332; There being a legal distinction between a debt discharged and one extinguished at law, Stanek v. White, 172 Minn 390, 215 N.W.R. 781, 784.

Exhibit E1

- 4.) A Land Patent is conclusive evidence that the Patentee has compiled with the Acts of Congress [(Homestead Act) 1862] as concerns improvements on the land, etc., Jankins v. Gibson, 3 La Ann 203; Wilcox v. Jackson, supra; injunctions & mandamus will not lie against it, Litchfield v. The Register, 9 Wall 575, 19 L. Ed. 681; Ware v. Hylton 3 Dall (3 US 199) [1976]; Summa Corp., supra.
- 5.) Title and Rights vested in original Patentee unto bona tide purchaser/assignee in law, will be protected, U.S. v. Debell, 227 F 760 [ C8SD, 1915]; State v. Hewitt Land Co. 74 Wash 573, 134 P 474 [1913]; 43 USC Sections 57, 59, 83 and 175; Congress restricted alienation of Homestead lands after conveyance by U.S. in fee simply, by providing no such lands shall become liable to satisfaction of debts contracted prior to issuance of Patent, USCA Art. IV Section 3 Cl. 2, and Ruddy v. Rossi, 248 US 104 [1918]; Lien assessment theory (Oregon, O.R.S. 275.130) to the contrary, notwithstanding, U.S. v. Schurz, 102 US 378; U.S. v Champaign County, Fed Supp 474 [1958]; Summa Corp., supra.
- 6.) A Patent certificate, Patent issued, or confirmation made to an original Grantee or his legal representative embraces representative of the Grantee unto Assignee, by contract, as well in law, Hogan v. Page, 69 US 605, 17 L. Ed. 854; Where the issue is who has paramount legal Title, Patent issued by the U.S. is unassailable, Sanford v. Sanford, 139 US 642, 35 L. Ed. 290; Johnson v. Christen, 128 US 374, 32 L. ed. 412; Doe v Aiken, 31 Fed 393; Then, such land is not taxable by the State, Sargent v. Herrick & Stevens, 221 US 404, 55 L. Ed. 787; Lomas v. Pickering, 173 US 26, 43 L. Ed. 601; HENCE: "No State shall impair the obligation of contracts (U.S. Constitution, Art. I Section 10 cl. 1 (1781-91)"; Assignee's seizen in deed, lawful entry, exercised under the authority of Art. IV, supra, and Cole v. Cunningham, 103 US 107, against all the world, DROIT DROIT DOMINIUM JUS IN RE.

- 7.) IMMUNITY FROM COLLATERAL ATTACK: Collins v. Bartlett, 44 Cal 371; Green v. Barker, 47 Neb 934, 66 NW 1032; Sawyer v. Brodte, 209 US 393, 52 L. Ed. 849; Penn v. Holmes and Sumea Corn. stare decisis, supra.

NEW YORK STATE        )  
  ) solemnly affirming and subscribing  
KINGS COUNTY        )

**Yashua Ank Bey EI**, deposes and says that: I am the Declarant in the foregoing declaration of Land Patent; that I have read and know the contents thereof, and that the matters therein stated are true to my knowledge; and do state that the above court cites are true.

E1, Yashua-Ank-Bey  
Autograph of Yashua Ank Bey EI

On 3rd of January, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Yashua Ank Bey EI, known to me to be the Sovereign whose name is subscribed in the within instrument, and acknowledged to me that s/he executed the same. Purpose of *jurat* is for oath and identification only and cannot be used to indicate entry into any foreign Jurisdiction.

[Signature]  
Notary Public in and for said State of New York

My Commission Expires: Nov. 21, 2020

